

EXHIBIT “1”

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BANK OF AMERICA, N.A.,

Plaintiff,

v.

**CITY VIEW BLINDS OF N.Y. INC., a
New York corporation, COSMOPOLITAN
INTERIOR NY CORPORATION, a New
York corporation, JLM DECORATING
NYC INC., a New York Corporation,
COSMOPOLITAN INTERIOR
FLORIDA CORP., a Florida Corporation,
and MOSHE GOLD, an individual,**

Defendants.

Case Number: No. 20-CV-9911-SLC

AMENDED JUDGMENT

Upon this action having been commenced by the plaintiff Bank of America, N.A. (the "*Plaintiff*") on November 24, 2020, by the filing of a Verified Complaint (the "*Verified Complaint*"), and the defendants City View Blinds of N.Y. Inc., Cosmopolitan Interior NY Corporation, JLM Decorating NYC Inc., Cosmopolitan Interior Florida Corp. and Moshe Gold (collectively the "*Defendants*"), and an Answer having been filed on behalf of the Defendants on January 26, 2021; the parties having consented on February 25, 2021 to Magistrate Jurisdiction for all purposes; the Plaintiff having moved pursuant to a Motion for Summary Judgment (the "*Motion*") against all of the Defendants on April 30, 2021; the Plaintiff's request on May 20, 2021 to have the Motion considered fully briefed based on the Defendants' failure to respond to or oppose the Motion, and the Defendants' opposition letter filed on May 25, 2021; and

Upon which the Court entered an Opinion and Order dated February 25, 2022 (the "*February 25, 2022 Order*") pursuant to which the Motion was granted with respect to the

Plaintiff's First, Second, Sixth and Seventh Claims and the Motion was denied with respect to the Plaintiff's Third, Fourth, Fifth and Eighth Claims; and

Upon which the Court entered a Judgment in favor of the Plaintiff and against the Defendants on April 29, 2022 (the "**Judgment**") [ECF, Doc. 54]; and

Upon which the Judgment contained an omission as to all of the parties with respect to the relief granted in the February 25, 2022 Order on the Second Claim of the Verified Complaint; and

To correct said omission, pursuant to Rule 60(a) of the Federal Rules of Civil Procedure the Judgment is amended; and it is hereby

ORDERED, ADJUDGED AND DECREED that the Plaintiff have judgment against the Defendants as follows:

- a. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against City View Blinds of N.Y. Inc. and Cosmopolitan Interior NY Corporation (collectively, the "**Borrowers**") on the First Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$5,945,899.78 consisting of (i) unpaid principal in the amount of \$4,842,632.62, (ii) contractual accrued interest in the amount of \$277,046.34 (with interest continuing to accrue at a combined *per diem* amount of \$538.07 through April 29, 2022), (iii) default accrued interest in the amount of \$641,001.72 (with interest continuing to accrue at a combined *per diem* amount of \$807.11 through April 29, 2022), (iv) the Plaintiff's out of pocket costs and expenses in the amount of \$29,259.61, and (v) attorneys' fees in the amount of \$141,857.23 plus costs in the amount of \$14,102.26; plus post-judgment interest at the lawful rate on the total amount of

\$5,945,899.78 due to the Plaintiff, until the same is paid and satisfied; and

- b. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against City View Blinds of N.Y. Inc., Cosmopolitan Interior NY Corporation, JLM Decorating NYC Inc. and Cosmopolitan Interior Florida Corp. on the Second Claim of the Verified Complaint, as of March 22, 2022, granting the Plaintiff foreclosure upon its security interest in the Collateral (as defined in the Verified Complaint), awarding the Plaintiff immediate possession of the Collateral, and to the extent that any of the Collateral is not presently in possession or control of the Borrowers, JLM Decorating NYC Inc., and Cosmopolitan Interior Florida Corp. directing Borrowers, JLM Decorating NYC Inc. and Cosmopolitan Interior Florida Corp. to immediately inform the Plaintiff of the present location of the Collateral and to take all necessary measures to facilitate the turnover of the Collateral to the Plaintiff; and permitting the Plaintiff to dispose of the Collateral and apply proceeds thereof to the obligations and liabilities of the Borrowers in accordance with Article 9 of the Uniform Commercial Code; and
- c. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against Defendants JLM Decorating NYC Inc., Cosmopolitan Interior Florida Corp. and Moshe Gold on the Sixth Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$5,945,899.78 consisting of (i) unpaid principal in the amount of \$4,842,632.62, (ii) contractual accrued interest in the amount of \$277,046.34 (with interest continuing to accrue at a combined *per diem* amount of \$538.07 through April 29, 2022), (iii) default accrued interest in the amount of

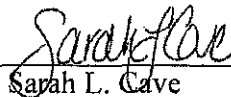
\$641,001.72 (with interest continuing to accrue at a combined *per diem* amount of \$807.11 through April 29, 2022), (iv) the Plaintiff's out of pocket costs and expenses in the amount of \$29,259.61, and (v) attorneys' fees in the amount of \$141,857.23 plus costs in the amount of \$14,102.26; plus post-judgment interest at the lawful rate on the total amount of \$5,945,899.78 due to the Plaintiff, until the same is paid and satisfied; and

- d. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against Defendant City View Blinds of N.Y. Inc. on the Seventh Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$66,101.09, plus post-judgment interest at the lawful rate due to the Plaintiff, until the same is paid and satisfied.

Dated:

New York, New York
June 13, 2022

SO ORDERED.



Sarah L. Cave
United States Magistrate Judge